



CLASSIC EATS ☆ RIVER BEATS

Dear—— and——, The Mishawaka Amphitheatre is available for your special event on —. The **non-refundable deposit**, (The deposit is 50% of the venue rental, or the entire venue rental fee up front with a 10% discount. The minimum deposit is \$600) to confirm and hold the venue space and any food and beverage needs for your event has been paid. You have the venue from 8am on —— until 12am on ——. Any incidental charges incurred day of will be collected and reconciled the week following your event.

The outside venue rental fee includes use of the following:

- Outdoor stage
- 2 VIP decks
- Green Room and Cabin.
- Full Service Outside Bar and Grill during the summer season

The inside Dance Hall venue rental fee includes use of the following:

- Indoor Stage/Song Confessional Lounge
- Green Room and Cabin
- Restaurant Bar

If the indoor space is needed as a weather back up, the party must rent that space as well. The outside venue rental fee will not be refunded if the event needs to move inside. The indoor space will seat 60 comfortably. If renting the outside venue November-April a tent will be provided. If you need a tent larger than 20'x30' there will be an additional fee.

Restaurant: Restaurant perimeters are within the restaurant main room, bathrooms and the outside deck. Restaurant patrons are allowed to use this space at the time of the event but are not permitted to go beyond the rental agreement areas. Please note that the venue will be operating as usual in the restaurant perimeters during your event. Due to health department regulations No pets of any kind are allowed.

Shuttle Bus: Use of the Mishawaka shuttles will need to be booked with the expected number of guests, **6 weeks in advance**. If the shuttles are not booked 6 weeks in advance, there is a possibility we will not have shuttles or drivers available for your event. The Mishawaka 50 passenger shuttle is \$1200 and \$700 for the 11 passenger shuttle. For both shuttles there is an additional \$2 per mile charge. Additional shuttle fees apply for use outside the 6 hour rental window and for an extra loop down the canyon to Fort Collins and back to Mishawaka to pick up additional passengers.

Alcohol: Under no circumstances will outside alcoholic beverages be allowed into the venue (this includes the Green Room and the cabin) Please inform your guests of our alcohol policy. A violation of this policy puts our liquor license in danger.



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Please coordinate any special beverage requests with the Mishawaka venue coordinator and we will try to accommodate. Mishawaka reserves the right to shut down the bar at any time if we feel there is a liability. The Mishawaka will not serve anyone who is visibly intoxicated. No alcohol can leave the premises. Anyone not 21 years of age will not be served. **Any alcohol found in the Green Room or cabin will be confiscated.** Kegs cannot be purchased. No donated food or beverages. Normal state and federal liquor laws apply during private events. Event curfew is 12:00am.

Catering: If you are using The Mishawaka catering, staff to set-up, serve and clean up, as well as all plates and utensils are included in the catering costs (paper plates and plasticware for BBQ Buffet, Cookout Buffet, Taco Bar, and Cold Cut Buffet and Brunch Buffet). Porcelain plates and silverware for Entree Buffet. There is also a sustainable plateware, cutlery and cup option. An event staff tip is included in the 30% service fee. Outside caterers and vendors must come fully prepared. The Mishawaka does not have equipment to loan to vendors or caterers including all utensils, plates etc. They are also responsible for setting up, staffing and cleaning up. If they fail to do so there will be an additional charge. The outside catering buy out fee is \$10.00 per person. Please note that glass is not permitted in the venue. The Mishawaka is not responsible for any foodborne illness that may result from the serving of food from outside caterers. See brochure for food and beverage minimum.

Tables/Chairs: The Mishawaka has 150 natural wood padded folding chairs, 30 padded metal chairs, 25 3" metal tables and 20, 6' folding tables that are available to rent. See rental information for pricing.

Service Fee: A 30% service fee will be added to the subtotal on the invoice. This service fee will cover the cost of setting up and breaking down all tables and chairs rented from the Mishawaka, maintenance and upkeep of venues and the gratuity to staff working your event. Any bar bill not paid in advance, will be subject to a 20% gratuity.

Outside rental set up fee: An additional fee of \$250 will be added if The Mishawaka staff is needed to set up any items rented from an outside equipment rental company. This fee pertains to events of 200 people or less. Anything over 200 people will also include a fee that shall be negotiated.

Propane heaters/Propane fire pits: The Mishawaka has 4 propane heaters that are 7.5' tall for rent and 2 propane fire pits that are 28" in diameter that are for rent. You may bring in your own heaters, but they must use propane and have a contained flame (no space heaters). See rental information for pricing.



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Staffing: The Mishawaka will provide staffing for the bar, on-site catering, venue maintenance/event staff and on-site venue coordinator to oversee the event logistics. The venue coordinator will facilitate buffet maintenance, the event bar and setting up of tables and chairs if rented through The Mishawaka. The client is responsible for handling all outside vendors that are a part of the event. The venue is not responsible for facilitating the event timing.

Event Coordinator: Any event with 120 people, or more, is required to have an external day of coordinator to help facilitate event timing, which is not coordinated by the Mishawaka venue coordinator. Black Bear Events provides discounted coordination packages for Mishawaka Amphitheatre. Any external day of coordinator must provide a timeline before the final event meeting.

Decorations: Decorations are welcome as long as they are cleaned up entirely by 11am the following day. All setup must be done the day of the event. We are not responsible for the loss of any valuable decorations. Open flame candles or any other fires are not permitted. This includes sparklers. All decorations must be hung with small tacks or staples. Decorations must not harm the buildings or other infrastructures, if the venue is damaged you will be subject to an additional charge. **Glass is not permitted.** Please tightly secure all outside decorations. All setup must be done the day of the event and all clean up must be done by 11:00 AM the following day, a \$50 fee will be added if not cleaned by 11:00 AM.

Stages: The use of the venue stages are available in the rental cost and there is no fee for self-containing bands. Events that provide all their equipment and labor but need a power source will not be charged a fee. Sound systems and sound engineers are available to rent for both the inside and outside locations. If renting sound equipment through Mishawaka, it must be secured **6 weeks in advance**, or it may not be available. See rental information for pricing.

Parking: Parking at the venue is limited although a max of 30 spaces can be reserved for your guests. Please encourage your guests to carpool or use the shuttle to avoid issues. No vehicles can be parked along the fence during events as it is a fire lane except: Brief pickups and drop offs for vehicle unloading and/or Limos and drivers.

Lodging: Lodging may be procured through our sister company, Riverside Colorado, located three miles east of The Mishawaka on HWY 14. There is a 10% discount on a block of 5 or more spaces booked at Riverside Colorado.

Payment: The Mishawaka will require a final count of the number of guests expected 4 weeks in advance. The client is responsible for settling the bill 14 days prior to the day of the event except for the bar bill. The remaining balance is due the day after the event. Late fees will be assessed post event and date.



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Deposit: Deposits are non-refundable upon cancellation of the event unless the space is booked with another **private event**, in which case 100% of your deposit will be refunded. Additionally - any fees Mishawaka has incurred to facilitate your event will be charged. We will provide you with detailed information if that is the case. If your event needs to be cancelled because of events outside the client and Mishawaka's control, Mishawaka will move your event deposit to a different date.

Termination of event: The Mishawaka reserves the right to terminate your event for any reason. While event termination is exceedingly rare, certain actions may warrant such a measure. These include, but are not limited to, the creation of a hostile work environment, egregious or malicious behavior during the planning process, the establishment of unreasonable expectations during the planning process, and the exhibition of unruly guests or unacceptable behaviors at the event. Should the event require cancellation due to unforeseen circumstances, such as adverse weather conditions or natural disasters, the deposit, though non-refundable, may be applied to an alternative future date.

Cancellation of event: If the client cancels the event at least 90 days prior to the event, then payments other than the deposit will be refunded.

Credit Card on file: Please provide us with credit card information that we may keep on file to process payments. We will save the information on a secure file and will destroy it after the event. There is a credit card information sheet attached to this contract.

Liability: By renting the Mishawaka you agree to hold your event at your own risk and will behave professionally Re: the terms of this agreement. All guests must behave in an appropriate manner and may be asked to leave if they endanger other guests or staff, or engage in any illegal or nefarious acts. Wedding vendors must carry their own liability insurance. No guests will enter unauthorized areas at the Mishawaka. Any damage done to equipment at the Mishawaka will result in a charge to replace the equipment on the card on file.

Agreed to by:

Signature and Date: _____

Printed Name: _____

Signature and Date: _____

Printed Name: _____

Signature on behalf of Little D LLC and Date: _____

Printed Name: _____



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CREDIT CARD INFORMATION SHEET.

All information on this sheet will be kept secure

Name and date of event_____

Name on Card:_____

Credit Card Number:_____

Expiration Date:_____

Billing Zip Code_____

CCV Code_____